authorities in this country are nearly evenly divided. The few cases in which the point has been decided are reviewed in 14 MICH. LAW REV. 231 in a comment on *Woodal* v. *Bruen* (W. Va. 1915), 85 S. E. 170. To the cases there cited should be added *Buck* v. *Walker,* 115 Minn. 239, 132 N. W. 205, Ann. Cas. 1912D 882, which is cited and followed by the principal case. See also *In re Garde Browne,* [1911] 1 Ir. R. 205, where a covenant in a fee-farm grant enabling the grantee to fine down the rent of £42 to a peppercorn, was held not to violate the rule against perpetuities. See 23 CASE AND COMMENT 835, for article by JOHN R. ROOD, on OPTIONS AND THE RULE AGAINST PERPETUITIES.

TORTS—LIABILITY OF LABOR UNION FOR STRIKE.—Complainant is a ship company engaged as a common carrier, and as a carrier of United States mail; its employees struck, and defendants, composing the union of which they were members, picketed the wharves of complainant and intimidated other laborers from accepting complainant's offers of employment. Rocks were thrown on the wharves either by union members or by some persons who mingled with the men on strike, and complainant's business and access to its ships were in other ways interfered with by acts of violence. In a suit brought against the union, a voluntary unincorporated society, to obtain an injunction, *Held,* that the interference with complainant's transportation business by violence was unlawful, and that it should be enjoined. *Alaska S. S. Co.* v. *International Longshoreman's Association of Puget Sound et al.,* 236 Fed. 964.

The right of workmen to strike, when free from contractual obligations, is undoubted. *Pickett* v. *Walsh,* 192 Mass. 572, 78 N. E. 753, 116 Am. St. Rep. 272, 6 L. R. A. N. S. 1667; *Longshore Printing & Publishing Co.* v. *Howell,* 26 Ore. 527, 38 Pac. 547, 46 Am. St. Rep. 640, 28 L. R. A. 464. But the use of force, violence or intimidation to obtain the ends for which the strike was called is illegal. *Beck* v. *Railway Teamsters' Protective Union,* 118 Mich. 497, 77 N. W. 13, 74 Am. St. Rep. 421, 42 L. R. A. 407; *Vegelahn* v. *Gunter,* 157 Mass. 92, 44 N. E. 1077, 57 Am. St. Rep. 453, 55 L. R. A. 92; *Goldfield Consolidated Mining Co.* v. *Goldfield Miners' Union,* 159 Fed. 500; *Quinn* v. *Leathem,* [1901] A. C. 495, 85 L. T. 289. That the individuals engaging in such illegal acts would be subject to a civil or criminal liability, or both, is selfevident. But the principal case lays down the rule that a labor union, conducting a strike, is liable for the unlawful acts of members and others associating themselves with the strikers, unless such acts be disavowed, and, in the case of members, the offenders be disciplined or expelled. That a union is liable for the acts of its pickets or members, notwithstanding the fact that it has instructed them not to use violence or intimidation or lawlessness of any kind, seems clear. *Goldfield Consolidated Mines Co.* v. *Goldfield Miners' Union,* 159 Fed. 500; *Union Pac. Ry. Co.* v. *Ruef,* 120 Fed. 102. This is on the theory that the union is liable, as having aided and abetted such unlawful conduct. *Jones* v. *Maher et al.,* 116 N. Y. Supp. 180, 62 Misc. 388. The rule adopted in the principal case merely carries the same theory one step further and says that the union must be held liable for the unlawful

acts of outsiders who may join the pickets and the men on strike. This seems a sound view, for if thereafter the union continues its supervision of the strike and accepts the benefits of such terrorism, it must be deemed a party to the conspiracy. *Goldfield Consolidated Mines Co.* v. *Goldfield Miners' Union,* 159 Fed. 500; *Sailors' Union of the Pacific et al.* v. *Hammond Lumber Co.,* 156 Fed. 450, 85 C. C. A. 16; *Franklin Union No. 4* v. *People,* 121 Ill. App. 647.

WORKMEN'S COMPENSATION—WHAT IS HAZARDOUS EMPLOYMENT?—Deceased was a nightwatchman in defendant's bakery, and was killed by a fall down a spiral stairway while on watchman duty while the plant was idle for the night. The bakery business was enumerated by the New York Act as a hazardous employment. *Held,* no recovery, as deceased was not within the statute. *Fogarty* v. *National Biscuit Co.,* (1916), 161 N. Y. Supp. 937.

The point involved is: Is the statute satisfied when the person injured is simply in the employment of one engaged in a business enumerated by the statute as "hazardous," or must he also have been engaged himself in a hazardous occupation at the time of his injury? The New York statute defines the term "employe" as one "* * * who is in the service of an employer whose principal business is that of carrying on * * * a hazardous employment," etc. The situation in New York, apparently the only state in which this particular question has arisen, is peculiar, inasmuch as the Court of Appeals on May 12, 1916, in the case of *In re Larson,* 218 N. Y. 252, 112 N. E. 725, held that the immediate act in the performance of which plaintiff was injured need not itself be hazardous, but that it is sufficient if such act be fairly incidental to the prosecution of the business. In that case, deceased was a general handy-man, but was killed while erecting a shelf. Then six months later the New York Supreme Court, in the principal case, without reference to the *Larson* case, followed its previous holdings in *Matter of Rheinwald,* 168 App. Div. 425, 153 N. Y. Supp. 598, and *Lyon* v. *Windsor,* 159 N. Y. Supp. 162, holding it essential that the deceased have been himself engaged in a hazardous occupation at the time of the injury. The theory of the Court of Appeals seems to be that the compensation is provided for by a system of insurance, in which the employer includes all of his employes, whether engaged immediately in hazardous occupations or not, and that the letter of the statute includes all employes. The theory of the inferior court is that the intention of the legislature was that the risks incurred by those, and only those, who do the manual work of inherently dangerous employments, should be added to the cost of the product, and that the fact that the employer insures himself against injury to all of his employes is an unsound reason for including all within the statute, as such act by the employer is unnecessary and voluntary.